

Michael J. Frevola  
Lissa D. Schaupp  
HOLLAND & KNIGHT LLP  
195 Broadway  
New York, NY 10007-3189  
(212) 513-3200

ATTORNEYS FOR PLAINTIFF  
N.V. CURAÇAOSE DOK MAATSCHAPPIJ a/k/a  
CURAÇAO DRYDOCK COMPANY, INC.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

N.V. CURAÇAOSE DOK MAATSCHAPPIJ a/k/a  
CURAÇAO DRYDOCK COMPANY, INC.,

Plaintiff,

-against-

ACCESS FERRIES S.A.,

Defendant.

07 Civ. 6179 (LLS)

**VERIFIED COMPLAINT**

Plaintiff, N.V. Curaçaoese Dok Maatschappij a/k/a Curaçao Drydock Company, Inc. ("Plaintiff"), by and through its attorneys, Holland & Knight LLP, for its verified complaint against Access Ferries S.A., alleges, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. Upon information and belief, plaintiff N.V. Curaçaose Dok Maatschappij is also known as Curaçao Drydock Company, Inc., which is the English translation of N.V. Curaçaose Dok Maatschappij.

3. At all times material herein, Plaintiff was and is a business entity organized and existing under the laws of the Netherlands Antilles and maintains a place of business at Dokweg 1, Koningsplein, P.O. Box 3012, Curaçao, Netherlands Antilles.

4. Upon information and belief, at all times material herein, defendant Access Ferries S.A. ("Access") is a business entity with its principal place of business at 6, Charilaou Trikoupi Street, Piraeus 185,36, Greece.

5. Upon information and belief, at all times material herein, Access was the registered owner of the M/V CARIBBEAN EXPRESS (the "Vessel").

6. In October, 2006 Plaintiff performed maritime services for the Vessel, which included, *inter alia*, various vessel repairs, wharfage, line-handling, dry-docking, and launching the vessel. The invoice setting forth the services which Plaintiff provided to Access is annexed hereto as Exhibit 1.

7. The total amount that Access owed Plaintiff for marine services rendered was US\$193,741.00. (Exhibit 1, p. 11-11).

8. On or about October 31, 2006, at or about the time of the conclusion of the provision of Plaintiff's services to Access, Plaintiff and Access entered into a settlement agreement reflecting the agreed amount owed to Plaintiff for its services rendered to Access in connection with the Vessel ("Settlement Agreement"), which Settlement Agreement provided that:

*the invoice for drydocking and repairs carried out on board subject vessel [M/V "CARIBBEAN EXPRESS"] in the month of [sic] has been settled and approved for a total and final amount of US\$ 193,741.00 . . .*

*By signing this agreement, Owners Representative confirms that The Contractor has performed and carried out the work properly.*

*Payment shall be effected by Owners as follows:*

- US\$ 120,000.00 Already received by our bankers.*
- US\$ 73,741.00 To be received by our bankers on or before November 30, 2006.*

A true and correct copy of the Settlement Agreement is attached hereto as Exhibit 2.

9. Plaintiff has not received the balance of US\$73,741.00, which was due from Access on November 30, 2006.

10. Under the terms of the Settlement Agreement, Plaintiff also is entitled to reasonable costs and attorneys fees expended while prosecuting its claims to completion, which amount is estimated to be \$87,167.27, as set forth below:

Interest:	\$	12,167.00 (\$73,741.00 x 0.0825/year x 2 years)
<u>Attorneys' Fees/Expenses:</u>	\$	<u>75,000.00</u>
Total Interest/Fees/Expenses:	\$	87,167.27
<u>Total due Plaintiff:</u>	\$	<u>73,741.00</u>
Total Sought:	\$	<u>160,908.26</u>

11. Access is not found within the Southern District of New York but does have assets, good or chattels within the jurisdiction, to wit: funds or accounts held in the name of Access Ferries S.A. with, upon information and belief, the following financial institutions: Bank of America, N.A.; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Fortis Financial Groups; Banco Popular; or any other financial institution within the Southern District of New York.

12. The action herein is submitted in accordance with Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

**WHEREFORE**, Plaintiff demands judgment as follows:

1. That process in due form of law according to the practice of this Court in the form of a writ of maritime attachment be issued against bank accounts and other property of Access Ferries S.A. with the financial institutions noted above in paragraph 11;
2. That Access Ferries S.A. and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;
3. That judgment be entered in favor of N.V. Curacaose Dok Maatschappij a/k/a Curacao Drydock Company, Inc. against Access Ferries S.A. in the amount of US\$160,908.26 (including estimated interest, expenses and attorneys' fees); and,

4. That this Court grant N.V. Curacaose Dok Maatschappij a/k/a Curacao Drydock Company, Inc. such other and further relief which it may deem just and proper.

Dated: New York, New York  
July 2, 2007

HOLLAND & KNIGHT LLP

By:



Michael J. Frevola

Lissa D. Schaupp

195 Broadway

New York, NY 10007-3189

Tel: (212) 513-3200

Fax: (212) 385-9010

*Attorneys for Plaintiff*

*N.V. Curacaose Dok Maatschappij a/k/a Curacao  
Drydock Company, Inc.*

**VERIFICATION**

STATE OF NEW YORK )

:ss.:

COUNTY OF NEW YORK )

MICHAEL J. FREVOLA, being duly sworn, deposes and says:

I am a member of the firm of Holland & Knight LLP, counsel for N.V. Curacaose Dok Maatschappij a/k/a Curacao Drydock Company, Inc. ("Plaintiff"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Plaintiff and corresponded with Plaintiff's representatives regarding this matter. I am authorized by Plaintiff to make this verification, and the reason for my making it as opposed to an officer or director of Plaintiff is that there are none within the jurisdiction of this Honorable Court.



Michael J. Frevola

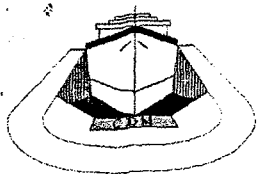
Sworn to before me this  
2<sup>nd</sup> of July, 2007



Notary Public

**Elvin Ramos**  
Notary Public, State of New York  
NO. 01RA4870243  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires September 2, 2010

# **EXHIBIT 1**



## N.V. Curacaoose Dok Maatschappij

Curacao Drydock Company, Inc.

Telephone: (599)9-733-0000 Fax: (599)9-736-5580 / 737-9950

P.O.Box 3012 - Willemstad, Curacao - Netherlands Antilles

*FLAG: PANAMA*

*IMO NUMBER: 7400778*

To: The Master & Owners of  
MV "Caribbean Express"  
Access Ferries S.A.  
6, Char Trikoupi str.  
PIRAEUS 185 36  
Greece

### INVOICE

**COPY**

Willemstad, October 30, 2006

Due to the N.V. Curacaoose Dok Maatschappij

To Master & Owners of  
M.V. "CARIBBEAN EXPRESS"

Our Ref. 0/4637

D. 06286

#### M/V "CARIBBEAN EXPRESS"

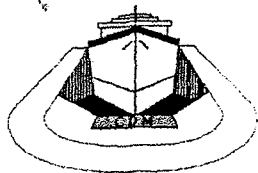
Supervision : Mr. J. Tsapes  
I.M.O. Number : 7400778  
Gross Tonnage : 19,292.00 T  
Vessel arrived : October 23, 2006  
Vessel drydocked : October 23, 2006  
Vessel undocked : October 30, 2006  
Vessel departed : October 31, 2006 .

MV "Caribbean Express"

0/4637

**BANKERS**  
Maduro Curiel's Bank  
Plaza Jojo Correa 2-4  
Willemstad, Curacao - Neth. Antilles  
USD Account: 265.085 01  
ANG Account: 265.084 03





# N.V. Curacaoose Dok Maatschappij

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Telephone: (599)9-733-0000 Fax: (599)9-736-5580 / 737-9950

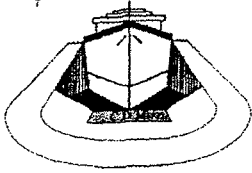
P.O.Box 3012 - Willemstad, Curacao - Netherlands Antilles

<b>1</b>	<b><u>DRY-DOCKING</u></b>	
	Dry-dock/undocking during normal daytime on working days	
<b>A</b>	1st. day	<b>\$2,858.00</b>
<b>B</b>	For seven (7) following days	<b>\$13,503.00</b>
<b>A</b>	For one (1) undocking day	<b>\$2,894.00</b>
	Preparing dry-dock	<b>\$1,650.00</b>
	Diver assistance, per hour.	<b>\$1,400.00</b>
<b>2</b>	<b><u>LINE HANDLING</u></b>	
	For rendering shore line handlers services ,Per 2x shift based on daylight hours.	<b>\$940.00</b>
	In Overtime hours will a surcharge of 50%.	
<b>3</b>	<b><u>WHARFAGE</u></b>	
	Cost for stay at repair berth for completing of works on November 1st, 2006.	<b>\$772.00</b>
<b>4</b>	<b><u>GENERAL SERVICES</u></b>	
<b>4.1</b>	<b><u>GASFREE CERTIFICATE</u></b>	
	Oct 24th,Certificate No: B-3317 Rudder tested	<b>\$180.00</b>
	Oct 26th,Certificate No: B-3320 13x comprtment test	<b>\$1,170.00</b>
	One (1) Hotwork permit	<b>\$100.00</b>
<b>4.2</b>	<b><u>FIRE/SAFETY PATROL GUARD</u></b>	
	Fire safety patrol guard during repairs.	<b>\$2,800.00</b>
<b>4.4</b>	<b><u>VESSEL'S CO2 SYSTEM.</u></b>	
	Rendered services of certified marine chemist to secure vessel's CO2 System upon arrival.	
	Before departure CO2 system set .	<b>\$445.00</b>

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 ANG Account: 265.084.03



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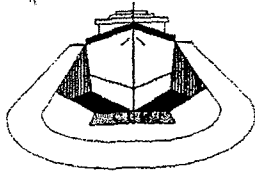
P.O.Box 3012 - Willemstad, Curacao - Netherlands Antilles

<b>4.5</b>	<b><u>GANGWAY SERVICES</u></b>	
	For installing of safe gangway during daylight hours for safety boarding access to the vessel and maintained throughout the complete repair time at the yard.	<b>\$300.00</b>
<b>4.6</b>	<b><u>GARBAGE CONTAINER</u></b>	
	Daily charge , for removal of garbage	<b>\$240.00</b>
<b>4.7</b>	<b><u>GENERAL CLEANING</u></b>	
	Rendered general cleaning services during repair period	<b>\$920.00</b>
<b>4.8</b>	<b><u>FIRE LINE</u></b>	
	For connect & disconnect fire line on board	<b>\$205.00</b>
	Maintained pressure during docking	<b>\$640.00</b>
<b>4.9</b>	<b><u>SALT COOLING WATER LINE</u></b>	
	Connection , disconnection of Salt cooling line	<b>\$235.00</b>
	Daily consumption from October 23 till October 31.	<b>\$720.00</b>
<b>4.11</b>	<b><u>FRESHWATER SUPPLY</u></b>	
	Made connection and disconnection of freshwater line	<b>\$205.00</b>
	Supplied 621 ton of fresh water	<b>\$5,816.00</b>
<b>4.13</b>	<b><u>ELECTRICITY</u></b>	
	Made connection and disconnection of shore power line	<b>\$330.00</b>
<b>4.14</b>	<b><u>TEMPORARY LIGHTING</u></b>	
	During repair period	<b>\$1,250.00</b>
<b>4.15</b>	<b><u>TEMPORARY EARTH CABLE</u></b>	
	Connected & disconnected one (1) earth wire	<b>\$160.00</b>
<b>4.17</b>	<b><u>CELLULAR PHONE SERVICE</u></b>	
	Service cost for a cellular phone (one time only)	<b>\$50.00</b>
<b>4.19</b>	<b><u>CRANE SERVICES (CREW ASSISTANCE)</u></b>	
	For handling stores and spares, per 5 hour	<b>\$450.00</b>

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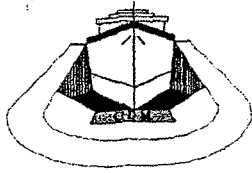
P.O.Box 3012 - Willemstad, Curacao - Netherlands Antilles

<b>4.20</b>	<b><u>BOTTOM PLUGS</u></b>	
	Removed four (4) rudder plugs	<b>\$240.00</b>
<b>5</b>	<b><u>HULL TREATMENT (Items 5,6,7,8,9)</u></b>	
<b>5.1</b>	<b><u>HIGH PRESSURE CLEAING.</u></b>	
	High pressure water cleaning with fresh water to 200 bars	
	Flat bottom and vertical sides total of 3500 sq. mts.	<b>\$3,325.00</b>
	Topside area 3934sq	<b>\$3,737.00</b>
<b>6</b>	<b><u>HULL SCRAPING.</u></b>	
	Scraping of excessive marine growth for limited	
	Flat bottom 330 m2	<b>\$890.00</b>
	Vertical side 185 m2.	<b>\$555.00</b>
<b>7</b>	<b><u>GRID BLASTING</u></b>	
	Applied Spot gritblastin SA 2 to bootop area of 53 sq.	<b>\$1,620.00</b>
	Applied Spot gritblasting SA 2 to topside area of 157.36sq.	<b>\$4,336.00</b>
<b>7.1</b>	<b><u>HOSING DOWN</u></b>	
	Hosing down vessel hull with fresh water after applying	
	the first touch up coat.	
	Allowed for bottom and vertical sides 3500 m².	<b>\$2,800.00</b>
<b>8 / 9</b>	<b><u>PAINTING</u></b>	
	<b><u>TOPSIDE</u></b>	
	Applied two (2) t/u primer. Minimum charge	<b>\$1,000.00</b>
	Applied one (1) t/u White Finish. Minimum charge	<b>\$500.00</b>
<b>A</b>	<b><u>VERTICAL SIDES PAINTING.</u></b>	
	Apply one (1) primer paint t/u coat to the vertical side	
	over a total area of 370 sq. mts. to 100 mic dft.	<b>\$613.00</b>
	Applied one (1) primer paint full coat to the vertical	
	sides over a total area of 1850 sq. mts. to 100 mic.dft.	<b>\$1,621.00</b>
	Applied two (2) A/F paint full coat to the vertical	
	sides over a total area of 1850 sq. mts. to 100 mic dft.	<b>\$3,567.00</b>

MV "Caribbean Express"

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 Plaza Jojo Correa 2-4  
 Willemstad, Curacao - Neth. Antilles  
 USD Account: 265.085.01  
 ANG Account: 265.084.03



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P.O.Box 3012 - Willemstad, Curacao - Netherlands Antilles

### B FLAT BOTTOM PAINTING.

Applied one (1) A/F paint full coat to the flat bottom,  
over a area of 1650 sq. mts. To 125 mic dft.

**\$1,162.00**

### C ENTILED JOBS.

#### aa SCUPPER OUTLET PLUGS.

Wooden plugs to be installed in way of scupper  
outlets and removed afterwards.

**\$540.00**

bb Provided and install 4x water tight hull fittings with hose  
connection for overboard discharges.

**\$1,080.00**

cc Protective zinc anodes, speed log sensor, echo sounder  
transducers, shaft seals and propellers to be protected  
from spray during painting and cleaned afterwards.

**\$980.00**

### 10 SHIP MARKS

Painted the following hull marks using Owner's  
supplied paint:

10.1 Draught and Plimsoll marks.  
Bowthruster marks

**\$650.00**

**\$250.00**

### ENVIROMENTAL CONTROL

For removal of grit and empty cans of paint from dock floor  
on completion of repair.

**\$1,850.00**

### 11 SACRIFICIAL ANODES

Renewed hull anodes as follows:

Seventy four (74) 18 kg aluminium anodes and  
two (2) 5 kg. aluminium anodes Owner's supply on hull

**\$4,800.00**

A total of four (4) 5 kg aluminum anodes Owner's  
supply.i.w.o. stabilizer

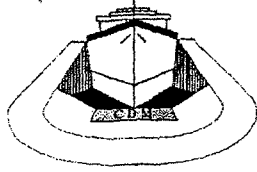
**\$128.00**

MV "Caribbean Express"

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Eight (8) 5 kg aluminum anodes Owner's supply i.w.o.bow thruster tunnel	\$256.00
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Eleven (11) aluminum anodes owner's supply i.w.o sea chest.	\$688.00
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### 12 SEA VALVES

For opening the following intake  
and overboard valves, cleaning, grinding painting and  
closing same on new joint and packing.

#### ENGINE ROOM

One (1) globe valve 350 mm	\$548.00
One (1) butterfly valve 350 mm renewed used Owner' supplied	\$770.00
One (1) filter bos opened clean painted and reclosed	\$420.00

#### COMPRESSOR ROOM

One (1) globe valve 300 mm	\$548.00
One (1) butterfly valve 250 mm	\$750.00
One (1) filter box opened cleaned, painted and reclosed.	\$420.00

#### PORT SIDE

One (1) globe valve 250 mm	\$365.00
One (1) filter opened, cleaned, painted and reclosed	\$420.00

#### D/GNRT ROOM

Port side	
One (1) globe valve 350 mm	\$548.00
One (1) filter opened, cleaned, painted and reclosed	

#### Stbd side

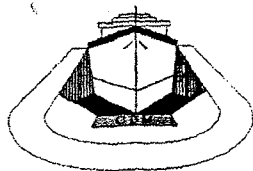
One (1) globe valve 300 mm.	\$438.00
One (1) filter opened, cleaned, painted and reclosed	\$420.00

MV "Caribbean Express"

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BANKERS  
Maduro Curief's Bank  
Plaza Jojo Correa 2-4  
Willemstad, Curacao - Neth. Antilles  
USD Account: 285.085.01  
ANG Account: 285.084.03

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## N.V. Curacao Drydock Company, Inc.

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P.O.Box 3012 - Willemstad, Curacao - Netherlands Antilles

### 13 SEACHEST

Opening and reclosing of seachests , hand cleaning and painting once with Owners paint , including stages .  
( Renewal of defective parts are not included )

#### PS SEA CHEST

Three (3) 0,6 sq mts sea chests

\$1,350.00

#### STB SEA CHEST

Two (2) pcs of 0.6 sq mts

\$900.00

One (1) pc of 0.45 sq mts

\$450.00

### 15 PROPELLERS

Rewelded one (1) securing plate on bolts from port side propeller blade

\$150.00

### 17 ANCHORS & CHAINS

- Lowering anchors and chain cables in dry-dock. Heaving in, anchors and cables with aid of ship's mean.

\$400.00

### 19 TAILSHAFT WITHDRAWAL (revised)

Shaft diameter: 480.00

- a For Erecting/removal of staging in way of tailshaft.
- b For removal/reinstalling of ropeguard port and stbd.
- c For Measuring of Sterntube clearances Ps & Stbd submit records.

\$1,920.00

\$1,240.00

\$400.00

#### e STERN TUBE SEAL REPLACEMENT PORT AND STARBOARD

Renew Port and Starboard inner and outer stern tube seals in place by bonding without withdrawing the propeller shafts used Owners spares.

\$9,800.00

For repair ropeguard in way of net cutter

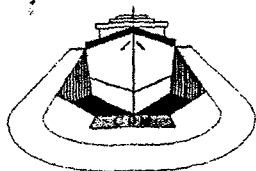
\$420.00

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### RUDDER CLEARANCE

For removal/ refitted of inspection plates. Port & Stbd	\$960.00
For measurements of Rudder wear down on port and stbd and submit records.	\$600.00
For taken of rudder pintle clearances and record.	\$980.00
Rudder jumping clearances between the jumping bar at the top of the rudder and the stern frame taken & recorded	\$960.00

### ANNEX #1

#### ADDITIONAL JOBS

### STERN RAMP

Furnishing necessary labor material and equipment and made the following Temporary security of stern ramp port and stbd by means of chain block, removed flappers i.w.o connecting pins take out pins, cleaned and measure pins's seat and pins, reinstalled all in good order on completion.	\$5,000.00
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### ENTILED JOB

After verification of pins found bushes cracked Disconnected completely Ps & Stbd ramp, put on pier took out olds bushes installed new bronze bushes.	\$3,500.00
--	------------

For fabricate eight (8) bronze bushes OD 85mm x 65 mm	\$1,920.00
---	------------

For fabrication of six (6) steel nuts 75x42x18 mm high erected in machine eight (8) bolts 58mm dia. X 195 mm long, trued up thread redrilled splitpin holes 7 mm.	\$550.00
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### STEERING GEAR ARMS

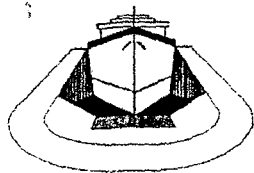
Disconnect both arms from tillers, renew spherial bushes using Owner supplied workshop, renew bushing using Owner spares with dia 95mm x 100mm height. Reconnect arms on completion.	\$1,000.00
---	------------

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### HAWSE PIPE TO CHAIN LOCKER

Furnishing necessary labor material and equipment  
to do the following:

Upon close watertight door by crew

Made modification of hawse pipe to chain locker port  
and starboard side, installing two (2) pipe sch 80  
16"x 4800 mm, with two bends shopmade  
and welded to tank top with flange 960x750x20mm  
Including crop tank top with attached stiffeners i.w.o  
relocation of pipes, fabricate and install one (1)  
manhole on Port longitudinal bulkheads, included  
install round bar 2" dia x 1795 mm around pipe ends  
four (4) brackets, and 4x new transverser stiffners  
For labour cost.

**\$18,525.00**

Cost of material to be used (pipe sch 80 16").

**\$28,800.00**

For opening and reclose access plate on door and  
longitudinal bulkhead to pass material and ventilation

**\$1,260.00**

For removal several hydraulic pipes on port side upper  
deck i.w.o upper part of pipe to be modificate.

**\$2,160.00**

For erecting and removal of staging inside chain  
lockers, considering 52m3

**\$884.00**

For erecting and removal of staging inside cardeck  
considering 48m3.

**\$816.00**

AQ-3

### RUST SPOTS AROUND WINDOW FRAME

- 1) Applied UHPW 1200 bar loc spots around windows frames  
on hull topside areas.
- 2) For apply one (1) coat of paint

**\$15,661.00**

**\$4,838.00**

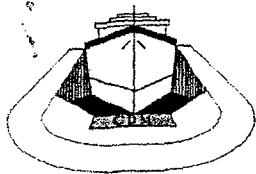
MV "Caribbean Express"

0/4637

BANKERS  
Maduro Curiel's Bank  
Plaza Jojo Correa 2-4  
Willemstad, Curacao - Neth. Antilles  
USD Account: 265.085.01  
ANG Account: 265.084.03

9 - 11





## N.V. Curacaose Dok Maatschappij

Curacao Drydock Company, Inc.

Telephone: (599)9-733-0000 Fax: (599)9-736-5580 / 737-9950

P.O.Box 3012 - Willemstad, Curacao - Netherlands Antilles

AQ-4

### FITTING BOLTS

Fabricated and delivered onboard two (2) studs as per sketch, using steel c 45, with final dimentions 28 mm dia, 220 mm long, thread M 24x45mm 6x nuts Ms4 and 30x pcs spring washers

\$560.00

### PIPES JOBS

Took delivery on pier one (1) pipe section 220 mmdia with 3020 mm long, renewed two (2) straight sections using Owner supplied pipe.

\$1,280.00

Transported to/from workshop one (1) pipe section Yorlcabro 8"x700 mm, 2x bends 2x flanges, renewed one reducer end , pressure tested.

\$936.00

### SEAWATER FILTER COVER

Transported to from workshop one (1) cover OD 650mm Erected cover in lathe machine, machined damaged surface and fitted welded one (1) ring on the cover

\$400.00

Made one (1) steel ring 3 mm thickness for sealing surface on the filter

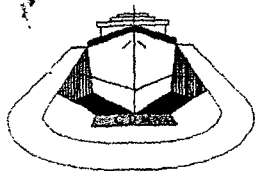
\$350.00

MV "Caribbean Express"

0/4637

BANKERS  
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10 - 11



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### ADDITIONAL ITEMS

Rewelding of starboard side rudder blade stainless steel total four slots	\$480.00
For repair in workshop one (1) pump cover .	\$250.00
Hired of one (1) forklift for 1x days	\$550.00
Hiring of one pneumatic (1) chain blocks for 3 days	\$200.00
Repairing of two (2) pieces copper pipe using Owner material	\$1,070.00
Excess cost for overtime during weekend and third shift	\$3,000.00
For one (1) day of wharfage (02-22-2006)	\$772.00
For shore line handling service	\$940.00
For service rendered during 1x day	\$520.00
	<b>\$199,820.00</b>
<b>DISCOUNT</b>	<b>(\$6,079.00)</b>
<b>GRAND TOTAL</b>	<b>\$193,741.00</b>

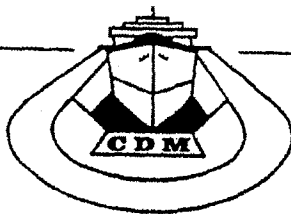
(ONE HUNDRED AND NINETY NINE THOUSAND SEVEN  
HUNDRED AND FORTY ONE 00/100 U.S. DOLLARS)

MV "Caribbean Express"

0/4637

**BANKERS**  
Maduro Curiel's Bank  
Plaza Jojo Correa 2-4  
Willemstad, Curacao - Neth. Antilles  
USD Account: 265.085.01  
ANG Account: 265.084.03

# **EXHIBIT 2**



Shiprepair, Conversion & Engineering

## CURAÇAOSE DOK MAATSCHAPPIJ N.V.

CURAÇAO DRYDOCK COMPANY, INC.

### SETTLEMENT AGREEMENT

Curacao, October 31, 2006

To: Access Ferries S.A.  
6, Char. Trikoupi str  
**PIRAEUS 185,36**  
Greece

Re: M/V "CARIBBEAN EXPRESS"  
I.M.O. NO.: 7400778

This is to confirm that after negotiations between Mr. **T. Tsapes**, representing Owners of subject vessel (hereinafter "Owners Representative") and Mr. **W. van Steijn** and Mr. **H. Koeks** representing Curacao Drydock Company Inc., (hereinafter "The Contractor"), the invoice for drydocking and repairs carried out on board of subject vessel in the month of has been settled and approved for a total and final amount of **US\$. 193,741.00**

Say: ( **ONE HUNDRED AND NINETY THREE THOUSAND SEVEN HUNDRED AND FORTY ONE 00/100 U.S. DOLLARS**)

By signing this agreement, Owners Representative confirms that The Contractor has performed and carried out the work properly.

Payment shall be effected by Owners as follows:

- US\$. 120.000.00 Already received by our bankers.
- US\$. 73,741.00 To be received by our bankers on or before November 30, 2006.

It is agreed that such payment shall be effected without deduction, counterclaim or set-off.

If balance as agreed upon is not received at the date as stipulated, the full outstanding amount of this agreement will be due forthwith, including penalty interest.

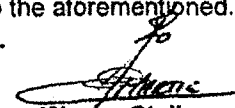
If vessel will be sold before payment has been received, the outstanding amount will be due forthwith.

Your appended signature will serve as proof of your agreement to the aforementioned.

**CURACAO DRYDOCK COMPANY INC.**

  
T. Tsapes  
Owners Representative

  
H. Koeks  
Senior Project Manager

  
W. van Steijn  
General Manager

**Note: this agreement is subject to our General Conditions as printed on the back of this page.**

Tel: + (599-9) 733-0000 - Dokweg 1, Koningsplein, P. O. Box 3012 - Willemstad, Curaçao, Neth. Antilles  
Fax: + (599-9) 736-5580 / 737-9950 - Telex: 3443 CDM NA  
E-mail: info@cdmny.com / Website: www.cdmny.com

**General Conditions for Drydocking and Governing the Execution of Work.**

Deposited at the Office of the Court of Justice of the Netherlands Antilles  
at Willemstad, Curaçao on the twenty-fifth day of July 1985 by the  
N.V. Curaçaoose Dok Maatschappij (Curaçao Drydock Company Inc.) hereinafter called  
"THE CONTRACTOR".

1. The rates charged or quoted by the Contractor are upon the express condition that the person with whom the Agreement is made is the Owner or the authorized agent of the Owner of the vessel and accepts these Conditions for himself and all other interested parties (hereinafter called "The Customer"). All quotations by the Contractor are made subject to the right to withdraw the quotation at any time before acceptance is received by the Contractor. The Contractor's prices are based on the cost of labour, materials and services ruling at the date of issue of the Contractor's quotation, and if by reason of any increase therein before completion of the work the actual cost to the Contractor shall be increased then the contract price shall be adjusted accordingly.
2. These conditions shall apply to all work, materials and services executed, supplied or rendered by the Contractor, and no different conditions can be introduced in any way whatsoever, except by mutual agreement confirmed by a representative of the Contractor in writing. A stipulation to the contrary, which may appear on the orders from the Customer, are to be considered null and void.
3. If in the Agreement between the parties no detailed written description is given of the work to be performed and/or of the materials to be supplied, all work performed and materials supplied without immediate protest of the Customer shall be deemed to have been agreed upon.
4. The master shall bring the vessel to the entrance of the dock and during the docking, lifting and refloating shall render to the Dock Master all assistance required of him. Prior to entering the dock the vessel shall be trimmed perfectly with anchors safely secured.
5. Any agreement on docking will be subject to the restriction that the dock may be occupied by compulsory docking in progress. The Contractor is entitled to give docking priority to ships in distress.
6. During the time a vessel remains in dock, no water or refuse of any kind shall be thrown or put overboard. No stores, bilge blocks, keel blocks or any weights in the ship shall be brought in, fitted or removed without permission of the Dock Master. Every vessel in dock shall keep a good night watch and provide suitable lights at the gangway.
7. All vessels shall be equipped with suitable fire fighting appliances. Should any repairs be required to any vessel, a certificate of a competent chemist shall be produced stating that all spaces where oil, fuel, or inflammable or poisonous gases have been stored or could accumulate are gas free and safe for workmen to be employed. The Customer hereby holds the Contractor harmless and agrees to indemnify the Contractor for any losses and claims of whatsoever nature which may arise out of, or in consequence of, such spaces not being gas free and safe for workmen to be employed.
8. All vessels are repaired, hauled up, moved, drydocked, lifted, refloated, berthed, moored and launched at the sole risk of the Customer. The risk of damages caused by "force majeure" to the Customer, to the Contractor or to a third party, incurred in connection with the execution of the contract, shall be for account of the Customer. The term "force majeure" shall include all causes of whatsoever nature for which the Contractor is not responsible.
9. In these conditions the words "damage or damages" shall comprise all damages of whatever nature or cause, direct or indirect, approximate or consequential, whether consisting of injury, material damages, losses, delays, detention, misdeliveries, costs, expenses, loss of time, or of income, or of any other description. In these Conditions the word "liability" shall comprise all contractual and legal liability, including liability on tort or quasi-contract.
10. All liability of the Contractor and his personnel against the Customer or a third party, for damages incurred in connection with the contract, the execution of the work, the rendering of services, the supplying of materials, and the performing by the Contractor of his obligations in pursuance of the contract or his failure to do so, is completely excluded insofar as such exclusion is legally permissible. Such liability - including liability for damages suffered by the Contractor himself or by a third party - shall be for account of the Customer.
11. The Customer agrees to hold the Contractor, his personnel and subcontractors, harmless against third parties and to indemnify them against claims, demands and proceedings for damages, for which Contractor's liability is excluded.
12. Any liability of the Contractor for the work executed by him shall be in any event cease on delivery of the said object to the Customer. Delivery of the object to the Customer shall not be implied but shall require the express consent of the Contractor.
13. The Contractor has the right to exercise a general lien upon any vessel and/or her gear and equipment (being a right to retain same in Contractor's possession) whilst in or upon Contractor's premises or afloat at mooring or in general whilst the vessel and/or her gear and equipment have not yet been delivered to the Customer, until such time as any moneys due to the Contractor from the Customer in respect of such vessel and/or her gear and equipment shall be paid.
14. Any period of time or any date specified in the Agreement for delivery or completion of work must be considered purely indicative. In no case whatsoever shall any delay give rise to indemnity or cancellation of the Agreement.
15. All old material shall be the Contractor's property.
16. The Customer will, if required, pay each month the value of the work executed to date less previous payment on account. The balance shall be due on completion of the work and before the vessel leaves the Contractor's premises.
17. If the Agreement becomes impossible of performance, or is otherwise frustrated, the Customer shall pay to the Contractor the amount for which the actual cost of work done and materials purchased before the time of discharge exceeds the aggregate of all sums paid by the Customer to the Contractor hereunder before the time of discharge.
18. The cost of dismantling, transporting, removing and fitting in place again any defective work or supply are for the account of the Customer. In particular, if any of the work carried out is destroyed or damaged, but the Agreement has not become impossible of performance and is not otherwise frustrated, the Customer shall pay to the Contractor, in addition to the price quoted or the amount which would otherwise be payable, the actual cost of making good such destruction or damage.
19. In the event of late payment, interest at the rate of 2 percent per month shall automatically be due as from the date of completion of the work.
20. All agreement between the Contractor and the Customer will be governed and construed by the laws of the Netherlands Antilles and the Customer hereby consents to the jurisdiction of the courts within the Netherlands Antilles.

Note: Having accepted the above conditions, the Customer and/or Owner of the vessel is reminded that the insurance on the vessel should be maintained during the currency of the Agreement and/or should be extended as to cover all Customer's and/or Owner's liabilities as set out in these General Conditions.